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ATTORNEYS FOR CREDITOR BMO HARRIS BANK N.A.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re: Pappy's Trucking, LTD

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**Case No. 19-33605
(Chapter 11)**

BMO HARRIS BANK N.A.'S MOTION FOR RELIEF FROM AUTOMATIC STAY

PURSUANT TO LOCAL BANKRUPTCY RULE 4001-1(b), A RESPONSE IS REQUIRED TO THIS MOTION, OR THE ALLEGATIONS IN THE MOTION MAY BE DEEMED ADMITTED, AND AN ORDER GRANTING THE RELIEF SOUGHT MAY BE ENTERED BY DEFAULT. ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT ELDON B. MAHON U.S. COURTHOUSE 501 W. 10TH ST. FORT WORTH, TX 76102-3643. BEFORE CLOSE OF BUSINESS ON February 3, 2020, WHICH IS AT LEAST 14 DAYS FROM THE DATE OF SERVICE HEREOF. A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY AND ANY TRUSTEE OR EXAMINER APPOINTED IN THE CASE. ANY RESPONSE SHALL INCLUDE A DETAILED AND COMPREHENSIVE STATEMENT AS TO HOW THE MOVANT CAN BE "ADEQUATELY PROTECTED" IF THE STAY IS TO BE CONTINUED.

BMO Harris Bank N.A. ("BHB" or "Creditor"), a creditor in the captioned proceeding, files this Motion for Relief from the Automatic stay under 11 U.S.C. 362(d) and permit it to sell personal property described herein below and in support would show the Court the following:

VENUE

1. This Court has jurisdiction over this matter by virtue of the jurisdiction conferred upon it under 28 U.S.C. § 157, which characterizes this matter as a “core proceeding” arising in a case under Title 11, United States Code.

FACTS

2. On September 24, 2015, Pappy’s Trucking, Inc. (“Debtor”) executed a Loan and Security Agreement (“Agreement 1”) with General Electric Capital Corporation which was later assigned to BHB (a copy of transfer agreement attached as Exhibit A and Agreement 1 as Exhibit B, which are incorporated by reference herein)

3. To secure the payment of the indebtedness, Debtor granted a security interest in the following to BHB:

Year	Manufacturer	Model	Description	Serial Number
2016	KENWORTH	W900	W900	1NKWXPEX6GJ117704
2016	BRIDGE KING	MIXER	MIXER	110HZ1502246

4. Accordingly, BHB has duly perfected its security interest in the Vehicles evidenced by the Certificate of Titles attached as Exhibit C.

5. On September 24, 2015, John Reeder (“Guarantor”) executed a personal guaranty guaranteeing Debtor’s obligations to General Electric Capital Corporation. (a copy of guaranty agreement attached hereto as Exhibit D.)

6. On September 29, 2015, Pappy’s Trucking, Inc. (“Debtor”) executed a Loan and Security Agreement (“Agreement 2”) with General Electric Capital Corporation which was later assigned to BHB (a copy of transfer agreement attached as Exhibit A and Agreement 2 as Exhibit E, which are incorporated by reference herein.)

7. To secure the payment of the indebtedness, Debtor granted a security interest in the following to BHB:

Year	Manufacturer	Model	Description	Serial Number
2016	KENWORTH	W900	W900	1NWXPEX8GJ117705
2016	BRIDGE KING	MIXER	MIXER	110HZ1502247

8. Accordingly, BHB has duly perfected its security interest in the Vehicles evidenced by the Certificate of Titles attached as Exhibit C.

9. On November 14, 2019, Debtor filed a voluntary petition for relief under Title 11 U.S.C. Chapter 11, staying actions as specified in § 362 of the code.

10. As of the date of filing, Movant, is a holder of a secured claim in this case, the Debtor owes Creditor \$177,465.26 with 18% interest accruing thereafter, as evidenced by Creditor's filed Proof of Claim 1-1 and Proof of Claim 1-2. Movant is the holder of a valid and perfected lien on the property.

11. Accordingly, Creditor has a claim in the amount of \$177,465.26 as evidenced by Creditor's filed Proof of Claim 1-1 and Proof of Claim 1-2.

12. Debtor has defaulted by failing to pay for the tractors as contracted under the agreement. *See* Exhibits B, E, and F. Debtor is delinquent in the amount of \$7,656.93.

REQUESTED RELIEF

13. Movant requests that the stay be lifted for cause based on Debtor's failed to provide sufficient adequate protection for depreciation. The vehicle continues to depreciate by reason of time and Creditor requests the stay be lifted in order to proceed with the sale of collateral. The proceeds from the sale will be credited towards any amount owed by Debtor.

14. Alternatively, if the motion to Lift Automatic Stay is not granted, Creditor requests and moves that the Debtor be ordered pursuant to Section 361 of the Code, to provide Debtor with adequate protection for the value of its interest in the property and requests the full balance of the vehicle be paid pursuant to the terms of the contract and recover attorney's fees expended herein together with costs of court pursuant to 11 U.S.C. §506

WHEREFORE, BMO Harris Bank N.A. prays that (a) the Court grant Creditor's motion for relief from stay, (b) Creditor is permitted to foreclose upon its security interest in the property described below, (c) the movant recover its attorney's fees and costs expended in this behalf; (d) and for such other and further relief to which movant may be justly entitled regarding the following collateral:

Year	Manufacturer	Model	Description	Serial Number
2016	KENWORTH	W900	W900	1NWXPEX6GJ117704
2016	BRIDGE KING	MIXER	MIXER	110HZ1502246
2016	KENWORTH	W900	W900	1NWXPEX8GJ117705
2016	BRIDGE KING	MIXER	MIXER	110HZ1502247

Respectfully submitted,

WONG FLEMING

By: /s/ Ammar Dadabhoy/s/
 Tariq A. Zafar
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 Ammar Dadabhoy (*pro hac vice*)
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Date: January 16, 2020

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Tel. (281) 340-2074
Fax. (866) 240-0629
Attorneys for Creditor
BMO Harris Bank N.A.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing has been served on all interested parties as listed below by depositing same in the U.S. Mail, postage prepaid, and/or by electronic mail on January 16, 2020.

Pappy's Trucking, LTD.
2218 Woodhollow Drive
Mesquite, TX 75150

via CMRR: #7018-0680-0000-6368-7413

Joyce Lindauer
Law Offices of Joyce Lindauer
2007 E. Lamar Boulevard, Ste 200
Arlington, TX 76006
(817) 505-1499
Fax : 817-549-7200

via email at <joyce@joycelindauer.com>

U.S. Trustee

1100 Commerce Street
Room 976
Dallas, TX

via CMRR: #7018-0680-0000-6368-7420

And to all parties on the attached: List of Creditors.

All other parties requesting notice via ECF

/s/ Ammar Dadabhoy
Ammar Dadabhoy

CERTIFICATE OF CONFERENCE

Movant certifies that prior to filing this motion an attempt was made to confer with the Debtor(s)' counsel (or with Debtor(s), if pro se) either by telephone, by e-mail or by facsimile, by the following person on the following date and time: Ammar Dadabhoy emailed Debtor's counsel on December 30, 2019 and on January 7, 2020 and has not received word regarding Debtor position on this motion. As such, it is assumed that this motion is opposed. If requested by debtor or debtor's counsel, a payment history in the form attached to this motion was provided at least two days, excluding intermediate weekends and holidays, before this motion was filed. Counsel certifies its compliance with Bankruptcy Rule 4001.

/s/Ammar Dadabhoy
Ammar Dadabhoy